

EXHIBIT

B

CLUB OF ENROLLMENT LOCATION		<input checked="" type="checkbox"/> MONTHLY Membership		Begins 12 16 07 M D Y	
Club Number 00695		Address 3501 Garth Road			
City Baytown		State TX	Zip Code 77521		
PERSONAL INFORMATION					
Last Name Ramirez		First Kim	M.I.		
Street Address No. 714 Inwood Apt.					
City Baytown		State TX	Zip Code 77521		
Date of Birth	Age	M <input type="checkbox"/>	Home Ph. (281) 691-0121		
mo. 12	day 05	year 76	F <input checked="" type="checkbox"/>	Work Ph. (713) 522-7494	
E-mail Address KIMRAMI26@YAHOO.COM			Driver's License #		
Employer			Corp. Number		
MEMBERSHIP					
KIND Single		TYPE Keep Fit			
HP21103 Member #		HP21103 Master Agreement #			
BENEFITS					
Club of Enrollment Only					
Valid Only @ Baytown Garth Road Sport					
ACCOUNTING					
Initiation Fee		\$ 25.00			
Dues for Prorated Days		\$ 3.87			
First Month's Dues		\$ 29.99			
Last Month's Dues		\$ 29.99			
Prepaid Amount		\$ 0.00			
Processing Fee		\$ 79.99			
Nutri-Kit Received? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		\$ 0.00			
Taxes/Fees/Surcharge		\$ 13.92			
Other		\$ 0.00			
Total Due Now		\$ 182.76			
See page 3 of this agreement for details on payment plans and/or payment authorization.					
Initiation fees, processing fees, dues for prorated days, first and last month's dues, and prepaid dues are non-refundable, unless specifically stated otherwise in Section 6 on page 2.					
RELEASE OF LIABILITY • ASSUMPTION OF RISK • BUYER'S RIGHT TO CANCEL					
<p>Using the 24 Hour Fitness USA, Inc. (24 Hour) facilities involves the risk of injury to you or your guest, whether you or someone else causes it. Specific risks vary from one activity to another and the risks range from minor injuries to major injuries, such as catastrophic injuries including death. In consideration of your participation in the activities offered by 24 Hour, you understand and voluntarily accept this risk and agree that 24 Hour, its officers, directors, employees, volunteers, agents and independent contractors will not be liable for any injury, including, without limitation, personal, bodily, or mental injury, economic loss or any damage to you, your spouse, guests, unborn child, or relatives resulting from the negligence of 24 Hour or anyone on 24 Hour's behalf or anyone using the facilities whether related to exercise or not. Further, you understand and acknowledge that 24 Hour does not manufacture fitness or other equipment at its facilities, but purchases and/or leases equipment. You understand and acknowledge that 24 Hour is providing recreational services and may not be held liable for defective products. By signing below, you acknowledge and agree that you have read the foregoing and know of the nature of the activities at 24 Hour and you agree to all the terms on pages 1 through 3 of this agreement and acknowledge that you have received a copy of it and the membership policies.</p>					
<p>NOTICE TO PURCHASER: DO NOT SIGN THIS CONTRACT UNTIL YOU READ IT OR IF IT CONTAINS BLANK SPACES. IF YOU DECIDE YOU DO NOT WISH TO REMAIN A MEMBER OF 24 HOUR, YOU MAY CANCEL THIS CONTRACT BY MAILING TO 24 HOUR BY MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DAY YOU SIGN THIS CONTRACT A NOTICE STATING YOUR DESIRE TO CANCEL THIS CONTRACT. THE WRITTEN NOTICE MUST BE MAILED BY CERTIFIED MAIL TO THE FOLLOWING ADDRESS: P.O. BOX 787, CARLSBAD, CA 92018.</p>					
<input checked="" type="checkbox"/>		12 16 07 Date Signed		3575D Employee's Signature EMP I.D.#	

1. **Parties and Agreement:** You agree that by signing this agreement, you purchased a 24 Hour Fitness USA, Inc. (24 Hour) and you agree that by signing this agreement, you purchased a membership or services and agree to all the terms in this agreement. You also agree to follow 24 Hour's membership policies and any club rules. 24 Hour may, in its sole discretion, modify the policies and any club rule without notice at any time. Club rules vary by location and all signs posted in a club or on the premises shall be considered a part of the rules of 24 Hour. The terms "You" and "24 Hour" include heirs, estates, agents, representatives, officers, directors, shareholders, successors, affiliates, subsidiaries and employees. Both parties make this agreement on behalf of, and it binds, all these included persons and entities.

2. MEMBERSHIP

2(a). **Nature of Membership:** Your membership permits you to use 24 Hour's premises, facilities, equipment and services as shown and limited by the membership identified on page 1, and you are entitled to use only those facilities covered by your membership. Your membership is non-transferable by you and gives you no rights in 24 Hour, its management, property or operation. 24 Hour may assign or transfer your membership in its sole discretion. 24 Hour can sell memberships at different rates and terms than yours. Any special promotional membership or rate regarding privileges, usage, hours, or facilities is valid only at the club of enrollment, unless otherwise noted. It is your responsibility to notify 24 Hour of any change in your address or phone number.

2(b). **All Club Privileges:** Your all club privileges are limited to those Benefits identified on page 1, and you are entitled to use only those facilities covered by your membership. For example, if you purchased an All Clubs Active membership you will NOT have access to our Sport clubs, Super-Sport or Ultra-Sport clubs. Likewise, if you purchased an All Clubs Sport membership you will NOT have access to the Super-Sport or Ultra-Sport clubs and if you purchased an All Club Super-Sport membership, you will NOT have access to the Ultra-Sport clubs. 24 Hour reserves the right to charge an extra fee and/or extra dues for your use of any facility not included in your type of membership or for any facility with additional services and/or amenities than those offered at the time you enrolled.

2(c). **Corporate Memberships:** You must be a current employee of a participating company and eligible under the company's guidelines to enroll in the Corporate membership. In the event you are not currently employed or cease being a current employee of a participating company, 24 Hour reserves the right to immediately terminate your membership and/or require you to pay the full regular price of initiation fees, processing fees and monthly dues.

2(d). **Membership Freezes:** 24 Hour will only freeze your membership if you qualify under 24 Hour's Membership Freeze Policy set forth in the membership policies. To be eligible for a membership freeze you must be in good standing with all initiation and processing fees paid and you must be current on your monthly or prepaid dues.

3. FINANCIAL POLICY

3(a). **Dues & Fees:** You agree to pay the dues and fees on page 1 and 3. If you are under 18, 24 Hour requires an adult to guarantee payment. 24 Hour immediately earns the initiation and processing fees when you buy your membership, including any and all paid amounts or unpaid portions which are to be paid according to a payment plan. These fees and any prepaid monthly dues are not refundable, except as stated in Section 6 of this agreement. Whether or not you use the facilities, you must still pay your monthly dues. You agree to pay 24 Hour an administrative fee for any returned check, or debit problems, such as non-sufficient funds, closed account, frozen or declined credit or similar circumstances. The current fee is \$15.00, but is subject to change at 24 Hour's discretion without prior notice.

3(b). **Family & Couple Memberships:** Whether you bought a couple (2 members), or family (3 or more members) membership, one member only pays all the dues. If a family membership drops a member, the total dues will be reduced by the lowest rate membership in the family membership. If a family membership of three members drops to two members, the dues change to the couple rate in effect at the time of the drop. If a family or couple membership drops to one member or any member wants to pay his or her own dues, the dues for that member change to a single rate in effect at the time of the drop. If the member responsible for paying the family or couple dues fails to timely pay the dues, another member must make arrangements to pay the dues, or 24 Hour has the right to terminate all the memberships. 24 Hour will accept notice of a change of status (in writing) only from the member whose status has changed.

3(c). **Right to Increase dues:** If you have a monthly membership, 24 Hour may increase your monthly dues once per calendar year. The increase will be calculated at not more than three percent (3%) of your then current monthly dues. Any such increase will not occur during the first three (3) months of your membership. Your EFT date will not change. If you have a prepaid membership, 24 Hour will not increase your Initial Annual Renewal Amount on page 1 of this agreement, but may increase all subsequent annual renewal amounts. 24 Hour will send you notice of your new annual renewal amount each year thereafter prior to the end of your then current term.

3(d). **Charges & Taxes:** If you or your guests incur any 24 Hour charges for goods or services that include, without limitation, tanning, baby-sitting, fitness services, or similar services, you agree to pay for them according to 24 Hour's rates and practices then in effect. 24 Hour has the right to add to your prepaid dues or to your monthly EFT dues any tax imposed by the government for the use of 24 Hour's facilities. 24 Hour has the right in its sole discretion to add any utility charges or surcharges to your prepaid dues and monthly EFT dues.

3(e). **Automatic Monthly Deductions & Timely Payments:** You have full control over the method of preauthorized payment that you have selected ("EFT"). You also have full control over the EFT and can stop it anytime by notifying 24 Hour at least 30 days before your EFT date, in writing, or by notifying your bank, or credit card company to stop. You may be responsible for an ACH Debit (checking, savings or debit card) if you have not provided your bank at least 3 days notice before a scheduled transfer. You are responsible for notifying your bank of any error that appears on your bank or credit card statement in a timely manner. You must notify 24 Hour within 60 days of a claimed EFT error on your bank statement or credit card statement. If you claim your EFT was not stopped when you told 24 Hour, you must have written proof or 24 Hour will not reimburse you for EFT deductions which you claim should not have been deducted. If your EFT ends for any reason, your membership may be immediately suspended at 24 Hour's election. You will have 30 days from the date your EFT ends to reinstate your original EFT authorization or provide a substitute EFT authorization. Alternatively, within 30 days from the date your EFT ends, you can prepay your membership for a minimum of 12 months at the rates then in effect and in accordance with 24 Hour's policy on prepaid memberships. If you prepay your membership, the terms applicable to prepaid membership in this agreement will apply to your membership. Upon reinstatement, all past due amounts, including any administrative fees will be electronically deducted or you must pay all past due amounts at the time of reinstatement if prepaying. If you have not provided a valid EFT or prepaid your membership within the 30 days, your membership will terminate. If your membership terminates because your EFT ends and you have not reinstated your EFT or prepaid your membership, the terms of Section 6(i) will apply.

3(f). **Failure to Provide Documentation for Automatic Monthly Payments:** If your EFT does not begin because you fail for any reason to provide the information for processing the EFT, 24 Hour may immediately suspend your membership and terminate your membership in accordance with the procedures set forth in Section 3(e) above. All initiation and processing fees are non-refundable unless specifically stated otherwise in Section 6.

3(g). **Fee for Copy of Agreement:** You acknowledge that you received a copy of your agreement at the time you signed up. If you lose or misplace your agreement you agree to pay an administrative fee of \$15.00 for each additional copy you request from 24 Hour. To obtain a copy of your agreement contact Member Services at 1 (800) 492-8348 or in writing at 24 Hour Fitness, P.O. Box 2689, Carlsbad, CA 92018, Attn: Membership Copy.

4. UNAVAILABILITY OR LIMITED HOURS OF FACILITIES AND SERVICES

4(a). **Unavailability:** 24 Hour uses the name "24 Hour Fitness" for convenience and regularly closes its facilities for maintenance, selected holidays, and other hours based on municipal requirements. Not all facilities or services are open or available 24 hours a day. If your club of enrollment is completely unavailable for more than 7 days, except for acts of nature, 24 Hour will extend your membership, without dues, for the same period your club of enrollment was closed or completely unavailable, but only if there is not another club within 10 miles of your club of enrollment. 24 Hour may delete, change, discontinue, repair or replace any part of the facilities or services, without any effect on this agreement. Any of the facilities or services, including but not limited to, classes, equipment, babysitting, tanning, basketball, saunas, whirlpools or pools may have limited hours or may be discontinued altogether at any time and may be offered on a "first come first served basis." 24 Hour reserves the right to charge a separate participation or reservation fee for any facilities or services.

4(b). **Closure, Move or Sale of Club:** 24 Hour may permanently close or move your club of enrollment without any effect on this agreement if it transfers your membership to another club within 10 miles of the one affected. If your club of enrollment was closed or unavailable before transfer, 24 Hour will extend your membership, without dues, for the same period your club of enrollment was closed or unavailable, but only if there is not another club within 10 miles of your club of enrollment. 24 Hour reserves the right to transfer, sell or assign your membership in the event 24 Hour sells a club.

5. REPRESENTATIONS

5(a). **Physical Condition & No Medical Advice:** You represent that you are in good physical condition and have no medical reason or impairment that might prevent you from intended use of 24 Hour's facilities. As such, you acknowledge that 24 Hour did not give you medical advice before you joined, and cannot give you any after you join, relating to your physical condition and ability to use the facilities. If you have any health or medical concerns now or after you join, discuss them with your doctor before using the facilities.

5(b). **Limited Use:** If you know or should know you have any problem that might prevent you from using all of 24 Hour's facilities and you sign this agreement, you agree that your membership is limited accordingly. However, because it's your choice, you still must pay your dues as if you could use all the facilities.

5(c). **Liability for Property:** 24 Hour is not liable to you or your guest for any personal property that is damaged, lost, or stolen while on or around 24 Hour's premises including, but not limited to, a vehicle or its contents or any property left in a locker. If you or your guest cause any damage to 24 Hour's facilities, you are liable to 24 Hour for its cost of repair or replacement.

5(d). **Entire Agreement:** This agreement and any amendments and addendums to this agreement, together with any representations or promises upon which you relied that are not stated in this agreement. Handwritten changes to this agreement are not valid. This document contains the entire agreement between you and 24 Hour and replaces any oral or other written agreement. If a court declares any part of this agreement invalid, it will not invalidate the remaining parts, which continue unaffected. If 24 Hour does not enforce any right in this agreement for any reason, 24 Hour does not waive its right to enforce it later.

6. CANCELLATION • TERMINATION • REFUND

6(a). **Your 3-Day Cancellation Right:** Notice to purchaser: Do not sign this contract until you read it or if it contains blank spaces. If you decide you do not wish to remain a member of 24 Hour, you may cancel this contract by mailing to 24 Hour by midnight of the third business day after the day you sign this contract a notice stating your desire to cancel this contract. The written notice must be mailed by certified mail to the following address: 24 Hour Fitness, P.O. Box 787, Carlsbad, CA 92018. 24 Hour will refund to you the money you paid within 30 days of when 24 Hour receives written notice in the manner described above.

6(b). **Cancellation Rights & Refund:** Initiation and processing fees are non-refundable, unless specifically stated otherwise below. You may cancel this agreement and receive a refund of unused prepaid dues or unused fitness services if you qualify as follows:

6(b)(1). **If you DIE OR BECOME TOTALLY AND PERMANENTLY DISABLED AFTER THE DATE THIS CONTRACT TAKES EFFECT, YOU OR YOUR ESTATE MAY CANCEL THIS CONTRACT AND RECEIVE A PARTIAL REFUND OF YOUR UNUSED MEMBERSHIP FEE BY MAILING A NOTICE TO 24 HOUR STATING THAT YOU WANT TO CANCEL THIS CONTRACT. PRORATED REFUNDS SHALL BE BASED ON THE NUMBER OF PAID MONTHS AND DOES NOT INCLUDE BONUS TIME. YOU ARE NOT ENTITLED TO ANY REFUND AFTER THE EXPIRATION OF THE PAID PERIOD OR FOR USED FITNESS SERVICES. THE WRITTEN NOTICE MUST BE MAILED BY CERTIFIED MAIL TO 24 HOUR FITNESS, P.O. BOX 787, CARLSBAD, CA 92018.**

6(b)(2). **If 24 HOUR GOES OUT OF BUSINESS AND DOES NOT PROVIDE FACILITIES WITHIN 10 MILES OF THE FACILITY IN WHICH YOU ARE ENROLLED OR IF 24 HOUR MOVES MORE THAN 10 MILES FROM THE FACILITY IN WHICH YOU ARE ENROLLED, YOU MAY CANCEL THIS CONTRACT BY MAILING A NOTICE TO 24 HOUR STATING YOUR DESIRE TO CANCEL THIS CONTRACT, ACCOMPANIED BY PROOF OF PAYMENT ON THE CONTRACT.**

6(b)(3). **If the HEALTH SPA DOES NOT OPEN WITHIN SIX (6) MONTHS AFTER YOU ENROLLED OR IF THE NEW SPA DOES NOT REMAIN OPEN FOR THIRTY DAYS, YOU ARE ENTITLED TO A FULL REFUND OF THE MONEY YOU PREPAID. HOWEVER, IF ANOTHER HEALTH SPA, OPERATED BY 24 HOUR, IS LOCATED WITHIN 10 MILES OF THE CLUB IN WHICH YOU ARE ENROLLED AND IF YOU ARE AUTHORIZED TO USE THE OTHER FACILITIES, YOU ARE ENTITLED TO FULL REFUND OF YOUR MEMBERSHIP FEES ONLY IF THE LOCATION OF YOUR CLUB ENROLLMENT DOES NOT FULLY OPEN WITHIN ONE YEAR AFTER THE DATE 24 HOUR PRE-SELLS MEMBERSHIPS OR IF THE NEW SPA DOES NOT REMAIN OPEN FOR 30 DAYS.**

6(b)(4). **REFUND CALCULATION: If you CANCEL your MEMBERSHIP UNDER SECTION 6(b)(1) OR 6(b)(2), YOU WILL RECEIVE A PRO RATA REFUND CALCULATED BY MULTIPLYING THE NUMBER OF MONTHS REMAINING ON YOUR TERM BY THE GROSS MONTHLY PAYMENT, WHICH IS ARRIVED AT BY ADDING YOUR PREPAID DUES AND INITIATION FEE DIVIDED BY THE TOTAL NUMBER OF MONTHS IN YOUR PREPAID TERM.**

YOU MAY ALSO BE ENTITLED TO FILE A CLAIM FOR A REFUND OF YOUR UNUSED MEMBERSHIP FEES AGAINST THE BOND OR OTHER SECURITY POSTED BY 24 HOUR WITH THE TEXAS SECRETARY OF STATE. TO MAKE A CLAIM AGAINST THE SECURITY, SEND A COPY OF YOUR CONTRACT, TOGETHER WITH PROOF OF PAYMENTS MADE ON THE CONTRACT TO THE TEXAS SECRETARY OF STATE. THE WRITTEN NOTICE MUST BE MAILED BY CERTIFIED MAIL TO THE FOLLOWING ADDRESS:

OFFICE OF THE SECRETARY OF STATE
STATUTORY DOCUMENTS SECTION
P.O. BOX 12887
AUSTIN, TX 78711-2887

6(c). **Termination of Monthly Membership:** If you have a monthly membership, you may terminate it at any time upon (1) written notice to 24 Hour and (2) return of your membership ID card when your membership ends. Notice of termination must be received at least 30 days before your EFT bill date. If your termination notice is not received at least 30 days before your EFT bill date, your EFT dues for the second month following the month 24 Hour receives written notice. 24 Hour will apply your last month dues to your last month.

6(d). **Termination of Prepaid Membership:** If you have a prepaid membership, you may not terminate it during the prepaid period (or get a refund), unless specifically stated otherwise above. If you do not renew your prepaid membership by the renewal date, your prepaid membership automatically expires and you are not entitled to the initial renewal rate.

6(e). **Termination for Cause by 24 Hour:** 24 Hour may, at its option, terminate your membership if (1) you fail to complete all signature lines and required initial blocks, (2) you fail to make timely payments under any payment plan, (3) any monthly payments or dues are late, (4) the monthly EFT payments or dues are interrupted or discontinued for any reason and you or your cosigner do not provide an acceptable alternative, (5) you fail to follow any of 24 Hour's membership policies or club rules or violate any part of this agreement, or (6) your conduct is improper or harmful to the best interest of 24 Hour or its members. Termination is effective on the date 24 Hour mails a written notice to your last known address. You are liable for all financial obligations until that date.

6(f). **Termination without Cause by 24 Hour:** 24 Hour reserves the right to terminate your membership for any reason not stated above and not prohibited by law. If 24 Hour does so terminate your membership, it will mail a termination notice to you and refund any unused prepaid dues.

6(g). **Termination on Club Closure or Move:** If 24 Hour cannot transfer your membership upon a permanent club closure or move, this agreement ends 30 days later. As such, you will not have to pay further monthly dues and 24 Hour will refund any unused prepaid dues.

6(h). **Termination on Cancellation of Ancillary Agreements:** 24 Hour may, at its sole discretion, cancel all agreements, including your membership agreement, if you cancel any related agreement, such as an agreement for fitness services which were concurrently purchased with your membership agreement. If 24 Hour terminates your membership under this Section, 24 Hour will refund any unused prepaid dues.

6(i). **Effect of Termination & Financial Obligation:** Upon cancellation or termination, your right to use 24 Hour's facilities ends and 24 Hour can deny you access to any or all 24 Hour clubs. If you owe 24 Hour money when your membership ends, you still owe the money, and 24 Hour will deduct it from any and you might have coming. If there is not enough money to cover the debt in the refund, you must pay the balance. If you terminate your monthly membership or your prepaid membership expires and you want to rejoin, you must buy a new membership at the then current rates.

7. ARBITRATION

If there is any dispute or claim between you and 24 Hour involving an amount in controversy of more than Five Thousand Dollars (\$5,000.00) you and 24 Hour agree to submit the dispute for resolution to binding arbitration. Arbitration means that neither you nor 24 Hour can sue each other in court over a dispute and that a neutral arbitrator will decide the dispute, not a judge or jury. This arbitration provision is governed by the Federal Arbitration Act (the "FAA").

To start the arbitration process, either party must submit a written arbitration request to the other within the appropriate statute of limitation period for the claim being brought. The arbitrator shall be selected by mutual agreement of the parties. Unless controlling legal authority requires otherwise, the party filing the claim shall pay the initial filing fee and thereafter the parties will equally bear the costs of arbitration. Each party shall be responsible for its own expenses including, but not limited to, its attorneys, experts, witnesses and other expenses.

If it is determined by the arbitrator or a court that any part of this dispute is not subject to arbitration, the parties acknowledge, agree and stipulate that the part of the dispute that is not subject to arbitration shall be stayed pending resolution of the arbitration. The arbitration award shall be binding, complete and final. The parties agree they shall not disclose the existence, content or results of the arbitration without the written consent of both parties.

8. LIMITATION OF LIABILITY

Unless controlling legal authority requires otherwise, any award by the arbitrator or a court is limited to actual compensatory damages. Neither an arbitrator nor a court can award either party any indirect, special, incidental or consequential damages, even if one party told the other party that they might suffer these damages.

Payments and Transfer Authorization

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Member Name: Kim Ramirez

Agreement #: HP21103

PAYMENTS FOR TOTAL DUE NOW

Total Due Now (from page 1)	\$ 182.76
Deposit Received	\$ 25.00
Balance Due	\$ 157.76

PAYMENT AUTHORIZATION - BALANCE DUE

Payment Amount	Payment Month	Payment Day
\$ 78.88	Jan	06
\$ 78.88	Feb	06
\$		

DEBIT

Credit Card (Authorization for Balance Due charges)

Cardholder Name:	KIM RAMIREZ
Credit Card Number:	XXXXXXXXXXXX8406
Expiration Date:	Card Type: DBTVISA
Cardholder Address: (if different from page 1)	
City:	State: Zip:

Checking Account / Savings Account / Debit Card (Authorization for Balance Due direct payments ("ACH Debits"))

Name of Depository Institution: _____

Branch (if applicable): _____

City: _____ State: _____ Zip: _____

Account Number: _____

Routing Number: _____ (if applicable)

By signing below, I authorize 24 Hour Fitness USA Inc., (24 Hour) to charge, or to initiate transfers from, the account designated above for the purpose of making the scheduled payments on the Balance Due (together with any related fees, taxes or charges), until such amounts are paid in full or until the applicable membership is terminated or cancelled, whichever occurs first. This authorization will remain in full force and effect during the term of this membership agreement until cancelled by 24 Hour, or until 24 Hour receives my written revocation at P.O. Box 787, Carlsbad, CA, 92018. I understand that I may stop any ACH Debit (checking, savings, debit card) by notifying the financial institution named above at least 3 days before the scheduled date of the transfer. I also understand that the charges and transfers authorized by my signature below are different from the transfers (if any) authorized by any other agreement with 24 Hour (including transfers in payment of monthly membership dues), and that such charges and transfers are likely to occur on dates which are different than the dates designated above. Cancellation or revocation of this authorization, or stopping any payment hereunder, does not affect any other payments authorized on the date of this agreement or in the future.

I understand and acknowledge that the amounts debited to my account may vary each month between the amount shown in the applicable box above, and two times that amount, due to a change in applicable taxes, and other fees and charges. I understand that I have the right to receive notice in writing at least 10 days in advance of any ACH Debit (checking, savings, debit card) that will fall outside of this range. I confirm that I am authorized under the terms of the applicable agreement with my financial institution (the "Bank Agreement") to use the account I have designated for the purchase of goods and services from 24 Hour. I certify that all statements made in this payment authorization are true and correct to the best of my knowledge. I understand that any failure by the applicable financial institution to pay any charge in full does not release me from any liability for obligations owing to 24 Hour. I agree to comply with my Bank Agreement at all times that this authorization is in effect.

Authorized Signature X Kim Ramirez

Print Name X KIM RAMIREZ

PAYMENT AUTHORIZATION FOR MONTHLY, UPGRADE OR SPECIAL PRIVILEGE DUES

MONTHLY

	Month Begins	Monthly EFT Payment Date	Year
\$ 29.99	01	20	08

DEBIT

Credit Card (Authorization for monthly, upgrade or special privilege charges)

Cardholder Name:	KIM RAMIREZ
Credit Card Number:	XXXXXXXXXXXX8406
Expiration Date:	Card Type: DBTVISA
Cardholder Address: (if different from page 1)	
City:	State: Zip:

Checking Account / Savings Account / Debit Card (Authorization for monthly, upgrade or special privilege direct payments ("ACH Debits"))

Name of Depository Institution: _____

Branch (if applicable): _____

City: _____ State: _____ Zip: _____

Account Number: _____

Routing Number: _____ (if applicable)

By signing below, I authorize 24 Hour Fitness USA Inc., (24 Hour) to charge, or to initiate transfers from, the account designated above for the purpose of making the payments which I owe to 24 Hour each month until all of my obligations (other than the Balance Due and related fees, taxes and charges, if any) are paid under this agreement, or until the applicable membership is terminated or cancelled, whichever occurs first. I understand that my obligations under this agreement include monthly dues, annual increases in monthly dues, prepaid dues, family dues, upgrade or additional dues, applicable taxes, charges and any other unpaid fees or dues including fees for fitness services or other ancillary services. This authorization will remain in full force and effect during the term of this membership agreement until cancelled by 24 Hour, or until 24 Hour receives my written revocation at P.O. Box 787, Carlsbad, CA, 92018. I understand that I may stop any ACH Debit (checking, savings, debit card) by notifying the financial institution named above at least 3 days before the scheduled date of the transfer. I also understand that the charges and transfers authorized by my signature below are different from the transfers (if any) authorized by any other agreement with 24 Hour (including transfers in payment of the Balance Due), and that such charges and transfers are likely to occur on dates which are different than the dates designated above. Cancellation or revocation of this authorization, or stopping any payment hereunder, does not affect any other payments authorized on the date of this agreement or in the future.

I understand and acknowledge that the amounts debited to my account may vary each month between the amount shown in the applicable box above, and three times that amount, due to a change in monthly dues, past unpaid dues, applicable taxes, and other fees and charges. I understand that I have the right to receive notice in writing at least 10 days in advance of any ACH Debit (checking, savings, debit card) that will fall outside of this range. I confirm that I am authorized under the terms of the applicable agreement with my financial institution (the "Bank Agreement") to use the account I have designated for the purchase of goods and services from 24 Hour. I certify that all statements made in this payment authorization are true and correct to the best of my knowledge. I understand that any failure by the applicable financial institution to pay any charge in full does not release me from any liability for obligations owing to 24 Hour. I agree to comply with my Bank Agreement at all times that this authorization is in effect.

Authorized Signature X Kim Ramirez

Print Name X KIM RAMIREZ

RELATED MEMBERSHIPS

Member Name	Agreement #	Monthly Dues Amount

Must Attach Sample Void Check

WELCOME ...

24 Hour welcomes you as a new member and will do everything it can to help you reach your fitness goals.

MEMBERSHIP POLICIES & CLUB RULES

24 Hour designed the Membership Policies ("Policies") and the club rules ("Rules") to insure a safer and more enjoyable environment in which to exercise. So, please be thoughtful and observe the Policies and Rules as you, and all members, agreed to follow. 24 Hour may, in its sole discretion, modify the Policies and Rules without notice at any time. It's your responsibility to know and follow the most current Policies and Rules.

The following Policies replace all previous Policies. If there is any conflict between these Policies and the Rules, these Policies apply. All approved signs posted in a club or on the premises shall be considered a part of the Rules and Policies of 24 Hour.

24 HOUR FITNESS USA, Inc. EQUAL OPPORTUNITY POLICY STATEMENT

24 Hour seeks, enrolls and maintains memberships without regard to race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, sexual orientation or age. It is further club policy that no circumstance or conduct undertaken by club personnel shall have the effect of discrimination on the basis of any of the aforementioned classifications. All club members shall have full and equal access to the club facility. All members with disabilities shall be entitled to reasonable accommodations for their physical and mental impairments. Any members with disabilities shall be entitled to reasonable accommodations for their physical and mental impairments. Any member who believes that he/she is/has been treated unfairly on any of the aforementioned matters should first report to club management or to the 24 Hour Fitness USA, Inc. Corporate Administration Center at 1 (800) 432-6348.

PERSONAL INFORMATION

While 24 Hour and its officers, directors, employees, volunteers, agents and independent contractors will to the extent reasonable, respect the privacy of its members and their guests concerning any health or medical information provided to us, you should NOT have expectations that health and medical information provided or discussed at our facilities will be private.

MEMBERSHIP ID CARDS

24 Hour issues a membership ID card to you for identification purposes. You may not let anyone else use it. Use of your card by anyone else will cause it to be confiscated, and a fee will be charged to redeem it. The ID card is 24 Hour's property and you must return it immediately if your membership is terminated or canceled. There is a fee for lost ID cards.

CHECK-IN

You must check in at the front desk and present your membership card and a photo ID before you use the Facilities. If you have not yet received your permanent membership card, you must show a copy of your membership agreement and a photo ID. The photo ID can be an original or copy of a driver's license, state ID, student ID, military ID or passport.

MEMBERSHIP FREEZE POLICY

24 Hour does not allow freezes to be placed on limited memberships purchased through the Internet.

Qualification: 24 Hour will only freeze your membership if you are in good standing with all enrollment fees paid and current on your monthly dues and you qualify as follows:

Medical Disability: You must provide 24 Hour with a verification from your physician stating your medical disability will prevent you from using the Facilities. You can ask at your club for a 24 Hour form which your physician must sign which is acceptable for documenting your medical disability. The minimum term for a medical freeze is three (3) months and the maximum is six (6) months.

Active Duty Military Transfer or Missionary Assignment: You must provide 24 Hour with a copy of your transfer, deployment orders or missionary orders from the church. There is no minimum or maximum for missionary assignment freeze. If you request a specific freeze term less than six (6) months, your membership and EFT will automatically resume at the end of the specified time. If you request a specific freeze term greater than six (6) months, or you do not specify a freeze term, you must contact 24 Hour to reactivate.

Temporary Employment Transfer: You must provide 24 Hour with a verification from your employer, on company letterhead, that you are being temporarily transferred. The location of your transfer must be more than 25 miles from the nearest 24 Hour location. The minimum term for a temporary employment transfer freeze is three (3) months and the maximum freeze is six (6) months.

Dues During Freeze: If 24 Hour approves a membership freeze no dues will be collected with respect to such time and your right to use 24 Hour Facilities is also frozen or suspended and 24 Hour can deny you access to any 24 Hour club during such freeze. In the event your membership is prepaid, the term of the prepaid membership shall be extended, without dues, for the same period of the freeze. Except for military freezes greater than 6 months or unspecified, your membership will be reactivated and your EFT will automatically resume at the end of your freeze period.

Notice: You must provide at least thirty (30) days notice for a freeze request to allow 24 Hour to process your request. If your request does not conform to this Membership Freeze Policy, you will be notified that your request has been denied and your membership shall remain active unless cancelled.

No Other Freezes Allowed: 24 Hour will not allow any freeze that does not comply with the foregoing policies.

GUEST PRIVILEGES

24 Hour encourages you to bring friends, relatives and business associates for a guest visit. We strongly recommend that you make an appointment for your guest's visit and a tour/orientation may be required. A guest must check in at the front desk, be at least 18, sign a medical and injury release form and pay a guest fee before using the Facilities (a parent or legal guardian may bring a 16 or 17 year old minor as a guest if the adult member agrees to sign the appropriate release forms). 24 Hour may restrict the number of guests and times you may bring guests. You must inform guests about these Policies.

USE OF THE FACILITIES

Availability of Facilities: Any or all of the Facilities or services, including but not limited to, classes, equipment, babysitting, tanning, basketball, saunas, whirlpools or pools may have limited hours or may be discontinued altogether at

any time and may also be offered on a "first come first served basis." 24 Hour reserves the right to charge a separate participation or reservation fee for any or all of these Facilities or services.

Conflicts Regarding Use: Please don't linger on the equipment because other members may want to use it. No member should monopolize the equipment or weights. If there is a sign-up list for the use of the equipment and a maximum time limit on its use, 24 Hour expects all the members to follow the Rules. In short, observe gym etiquette. If there is a conflict over use, let 24 Hour management resolve it.

Sports Courts & Specialty Classes: 24 Hour has specific procedures and Rules and may charge you for the use of the sports courts and special classes. Please see the front desk or read the posted information for these activities.

Pool, Whirlpool, Sauna & Steamroom: 24 Hour requires you to shower before using the pool, whirlpool, sauna or steam room. There are no lifeguards on duty at any of 24 Hour's Facilities. The use of the pool, whirlpool, sauna or steamroom are at your risk. While using the pool, you cannot jump lanes, dive or engage in horseplay. Lap swimmers have priority over casual swimmers.

Weights & Other Equipment: There are specific Rules posted regarding the use of the weights and other equipment in the Facilities. As a courtesy, please replace the weights on the rack after you use them and wipe off any benches after your use.

No Solicitation: 24 Hour club Facilities are provided for the private use of club members only and are not open to the public. Any solicitation within any club is absolutely forbidden. This includes, for example, solicitation for profit, political purposes or any other reason. This includes, but is not limited to, use of petitions, distributing or posting leaflets, notices or advertising anywhere in a club facility, or leaving multiple copies of leaflets or other papers in any clubs areas.

GENERAL POLICIES FOR MINORS

Please check with the front desk for specific Rules, Policies and fees covering the Kids Club (baby-sitting) and minors. You and your minor children must follow any such Rules or Policies and pay any applicable fees. To join, all minors need the financial guaranty of a parent or guardian and the parent or guardian must sign the membership agreement.

Minors Under 12: May not use the Facilities at any time and must be accompanied by a parent or guardian at all times when in the Facilities, unless the minor is registered in Kids Club or participating in a 24 Hour approved youth program. If your minor child reacts negatively or cannot behave, 24 Hour will ask you to make other baby-sitting arrangements. 24 Hour does not permit children over six years old of the opposite sex in the dressing or shower rooms.

Minors 12 - 17: May use the Facilities without being accompanied by a parent or guardian if the minor is a member or a guest and their parent or guardian signed the financial guaranty and the membership agreement. 24 Hour reserves the right, in its discretion, to require that a parent or guardian accompany a minor.

LOCKERS

24 Hour provides lockers for your use on a daily basis only and suggests that you use a lock to protect your property. Do not leave any valuable property in a locker at any time. 24 Hour is not responsible for any theft of, or damage to your property. If you leave a lock on the locker overnight, 24 Hour has the right to cut it off. 24 Hour will consider your property abandoned if left overnight. If you leave your property overnight, 24 Hour shall have the right to donate your property to charity.

PROHIBITED ITEMS AND ACTIVITIES

No Alcohol, Drugs, or Smoking: You cannot use the Facilities or engage in any activity at 24 Hour while under the influence of illegal drugs or alcohol. Also, 24 Hour does not permit smoking, alcohol, illegal drugs, including steroids in its Facilities.

No Weapons: No weapons of any kind are permitted in 24 Hour's Facilities.

No Photographic or Video Equipment: No photography, video taping, filming or audio recording is permitted on these premises without written permission of the management of 24 Hour Fitness.

Food & Beverages: 24 Hour reserves the right to limit the consumption of food or beverages in workout areas.

Personal Training: Under no circumstance is any member to train another member for compensation. If it is determined that paid personal training has been conducted on the premises, the trainer and trainee will each lose their membership.

Outside Equipment: 24 Hour reserves the right, in its sole discretion, to limit or restrict the use of outside equipment in the club.

DRESS / TOWEL POLICY

24 Hour requires you to wear appropriate clothing and footwear while in the Facilities. Here are general guidelines: gym shorts, T-shirts, jogging, aerobic and sweat outfits are all right for exercising or aerobics, but street clothes/shoes and jeans are not. Shower shoes and swimming suits are all right in the pool area, but leotards, danskins or cutoffs are not. Racquetball/basketball shoes are required on the courts. No street or black-soled shoes permitted. You must have a cloth towel with you during workouts to protect and clean the machines you use.

CONDUCT

While in the Facilities, 24 Hour does not permit and will not tolerate any inappropriate conduct. Such conduct includes, without limitation, using loud, abusive, offensive, insulting, demeaning language, profanity, lewd conduct or any conduct that harasses or is bothersome to members or 24 Hour employees.

VIOLATION OF RULES

If any member or guest violates any of the Policies or Rules, 24 Hour will ask that person to stop or leave. A violation may also cause 24 Hour to terminate the visitor's membership according to the terms of their membership agreement.

STERIOD WARNING

Use of steroids to increase strength or growth can cause serious health problems. Steroids can keep teenagers from growing to their full height; they can also cause heart disease, stroke, and damage liver function. Men and women using steroids may develop fertility problems, personality changes, and acne. Men can also experience premature balding and development of breast tissue. There are also civil and criminal penalties for the unauthorized sale, use, or exchange of anabolic steroids.

24 Hour Fitness



New Member Orientation Checklist

☐ I received:

- 1) A copy of my **membership agreement**.
- 2) A copy of the **membership policies**.

☐ I understand that in order to access the club, I must show the following at every visit:

- 1) **Membership card** (until I receive my new card, I'll use my agreement).
- 2) **Photo I.D.** (any government or school photo ID).

☐ I know I need to keep my **workout towel** with me at all times to wipe down the equipment after use.

☐ I understand that I may be entitled to bring a guest, and understand the guest policies including fees, hours and guest passes.

☐ I understand which **club levels** my membership entitles me to use (check one below):

- ☐ Only the club where I enrolled.
- ☐ All Active level clubs.
- ☐ All Active and Sport level clubs.
- ☐ All Active, Sport and Super-Sport level clubs.
- ☐ All Active, Sport, Super-Sport and Ultra-Sport level clubs.

☐ I understand my **three-day cancellation rights and all other cancellation rights set forth in my membership agreement**.

☐ I understand my **membership dues payment option** (check one below):

- ☐ My membership has pre-paid dues.
- ☐ My membership has monthly dues paid by bank debit or pre-authorized credit card payment.

☐ I understand if I pay monthly, my monthly dues will increase once a calendar year. I also understand that the annual increase will be limited to a 3% increase to my then current monthly dues and any such increase will not occur within the first three months of my membership.

☐ I understand that my **initial renewal amount** is valid only for the first (1st) renewal of my membership.

☐ I understand that in order to **cancel my dues and stop my bank debit or pre-authorized credit card payment**:

I should notify 24 Hour Fitness 30 days prior to my next billing date via E-Mail or US Mail, by visiting any club, or by calling 1-866-308-8179. I also understand that my membership will end the month following the month of my last billing.

☐ I understand that I may freeze my membership for a minimum of 3 months and a maximum of 6 months upon proof of one of the following:

Medical Military (no min/max)
Job Transfer Religious Mission

☐ If my membership includes a **Complete Personal Training (CPT) package**, I understand that:

All sessions must be completed at the Club of purchase by the expiration date in my agreement. I understand I am purchasing a CPT program and not the services of any individual trainer. I also understand I am not entitled to a refund if a particular trainer is not available.

Kim Ramirez
Member Signature

12/16/07
Date

HP21103

Membership #

3575D

24 Hour Fitness Representative